

**INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT MUTUAL AID AND/OR SWAT DEPLOYMENT BETWEEN
THURSTON COUNTY LAW ENFORCEMENT AGENCIES**

This AGREEMENT is entered into by THURSTON COUNTY, a subdivision of the State of Washington and its Sheriff, and the cities of Lacey, Olympia, Tumwater, and Yelm, all municipal corporations in the State of Washington, for the purpose of setting forth their plan for mutual law enforcement aid as provided herein.

WHEREAS, law enforcement agencies have the responsibility of protecting lives and property and keeping the peace; and

WHEREAS, in Thurston County or other jurisdiction as directed by the Thurston County Sheriff, a major disorder or law enforcement operation may affect more than one law enforcement agency necessitating joint cooperation in order that persons and property may be protected, and the peace maintained; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the purposes of effectuating mutual aid; and

WHEREAS, RCW Chapter 10.93, the Washington Mutual Aid Peace Officers Powers Act authorizes the parties to enter into an agreement for mutual aid pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW);

NOW, THEREFORE, the parties agree as follows:

This Agreement replaces the *Interlocal Cooperation Agreement for Law Enforcement Mutual Aid Between Thurston County Law Enforcement Agencies* entered into by the parties in 2011.

1. **DEFINITIONS**

The following items shall have the following meanings, unless the context indicates otherwise:

- a. **"Assisting Agency"**
Any or all other police agencies contacted for mutual aid by the primarily responsible agency.
- b. **"Major Disorder"**
A large scale breach of peace, public disturbance, or natural disaster. Some examples include but are not limited to: earthquake; large scale flooding; pre-planned or spontaneous rallies, demonstrations, marches or acts of civil disobedience that result in disorderly conduct, riot or violence.
- c. **"Mobilization"**
To organize or put into readiness for active law enforcement services.
- d. **"Mutual Aid"**
Aid or assistance in which two or more agencies agree to perform in common.

- e. "Other Law Enforcement Event"
A rapidly unfolding event that requires the law enforcement services of more than one agency but is not viewed by law enforcement agencies as a Major Disorder. Some examples include but are not limited to; active shooter, apprehension of a violent offender, a series of simultaneous priority calls for service that overburden an agency's resources.
 - f. "Primary Jurisdiction"
The geographical area of jurisdiction of the primarily responsible agency.
 - g. "Primarily Responsible Agency"
The law enforcement agency within whose local geographical jurisdiction a major disorder or other law enforcement event first occurs.
 - h. "Signatory Agency"
Law enforcement agencies participating in this mutual aid agreement whose governing body has authorized and signed this agreement.
 - h. "SWAT Manual"
The "Thurston County SWAT Procedures/Guidelines Manual, adopted October 27, 2017, or the version thereafter amended with prior notice to each party that has signed this Agreement.
2. In the event of a major disorder, or other law enforcement event, the first law enforcement resources to be used shall be those of the primarily responsible agency. In the event that such resources are inadequate to control the situation by the primarily responsible agency, or there is a need for a specialized unit, a request for mutual aid under this plan shall be made directly to an assisting agency (requests for specific individual units) or through the office of the Sheriff who is designated as the mutual aid coordinator for the county in accordance with the Washington State Law Enforcement Mobilization Plan. Such requests for assistance shall, if possible, specify the number of police officers and types of equipment requested, and shall further specify where and to whom such officers are to report and where and to whom the equipment should be delivered. Assisting agencies shall inform the requesting agency at the earliest possible time whether resources are available and to what extent.
 3. In the event of mobilization under this Agreement, the primarily responsible agency shall take charge of the operation unless the primarily responsible agency specifically requests that a different law enforcement agency fulfill this responsibility or unless the scope of the problem is multi-jurisdictional, in which case the provisions of the Washington State Law Enforcement Mobilization Plan and/or Intrastate Mutual Aid Plan pursuant to RCW's 43.43 and/or 38.56. become operative. This shall include directing the assignment of all personnel and equipment. The assignment of duties to officers of assisting agencies shall be made by the supervising officer of the primarily responsible agency unless that responsibility is delegated to a different law enforcement agency as indicated above.

3.1 In the event that the situation, by its nature, requires tactical intervention whereby the primarily responsible agency requests a tactical response by the Thurston County Sheriff's Special Weapons and Tactical Team (SWAT), responsibility for command and control of such tactical team and its operation shall reside with the Sheriff and/or his designee(s). Mobilization of the Sheriff's Special Weapons and Tactical Team will be in accordance with the provisions of TCSO Policy 2.G.3 of the Thurston County Sheriff's Office and the SWAT Manual, attached as Exhibits A & B. **Any change to TCSO Policy or to the SWAT Manual shall be provided to each party to this Agreement thirty (30) days in advance of the effective date of such change.**

4. The signatory agencies shall provide the names, addresses, and phone numbers of its staff who have the authority to commit personnel and/or equipment to any mobilization effort.
5. Any signatory agencies participating in mutual aid or SWAT under the terms of this Agreement shall make all press releases through the primarily responsible agency, or jointly, if agencies have concurrent jurisdiction and have agreed to make joint press releases.
6. The primarily responsible agency shall establish a command post in such a manner as to provide an area suitable for the staging and direction of resources and shall notify all assisting agencies at the earliest possible time of its location.
7. Arrest policies shall be determined by mutual agreement of the signatory agencies at the outset of any mutual aid incident.
8. Transportation of prisoners to the Thurston County Jail shall be coordinated by the supervising officer in charge of the incident.
9. The primarily responsible agency shall be responsible for supplying and/or replacing supplies needed and/or used by officers from assisting jurisdictions acting under the conditions of this Agreement. These supplies shall include food, fuel for police vehicles, chemical agent gas, or any other supplies that are reasonably needed to sustain the officers in enforcing the law and maintaining order as determined by the primarily responsible agency. Each agency shall be responsible for any repairs and/or damages done to their own vehicles or equipment as a result of participating in mutual aid. Should the request for mutual aid from the primarily responsible agency be for materials or equipment only, then the primarily responsible agency shall be responsible for any repairs and/or replacement of damaged items.
10. The primarily responsible agency shall not be responsible for salaries, benefits, or overtime pay for officers from assisting agencies.
11. Each signatory agency shall carry for the duration of this agreement general liability including coverage for police professional liability and auto liability with the following minimums:

General Liability	\$10,000,000.00
Auto	\$10,000,000.00

It is understood that each of the parties hereto may fulfill the requirements set forth in this section through either self-insurance or the duly authorized insurance pool.

12. **LIABILITY:** Each signatory agency shall be responsible for the wrongful or negligent actions of its employees while assigned to the SWAT Team or other mutual aid response team as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability.

12.1. To that end, each party agrees to hold harmless and release all the other participating parties from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its own employees, officers and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington.

12.2. Nothing herein shall be interpreted to:

12.2. Waive any defense arising out of RCW Title 51.

However, to the extent allowed by law each jurisdiction shall indemnify the other jurisdictions for legal actions brought by its own employees against another party to this Agreement, where such legal actions are related to police actions conducted under this Agreement, notwithstanding the immunity provided by the Worker's Compensation Act, RCW Title 51.

12.2.2. Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the officer(s) was acting beyond the scope of his or her employment.

12.2.3. Cover or require indemnification or payment of any judgment against any individual or party for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or party. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

13. Whenever any commissioned officer of a signatory agency, acting pursuant to this Agreement is injured and thus unable to perform his/her duties by reason of engaging in mutual aid but isn't at the time acting under the immediate direction of his/her employer, the officer or his/her dependents shall be accorded by his/her employer the same benefits which he/she or they would have received had that officer been acting under the immediate direction of his/her employer in his/her own jurisdiction.

14. Full-time, paid commissioned officers who are responding to any call for mutual aid shall be automatically commissioned by virtue of this Agreement, through the commissioning authority of the primarily responsible agency, and, therefore, shall be empowered to exercise the same police authority during the time of mutual aid as though they were full-time commissioned officers of the primarily responsible agency.
15. Each signatory agency shall develop and maintain a current plan for mobilization of its personnel and other resources to effectively provide mutual aid to the other signatory agencies pursuant to the relevant provisions of the SWAT Manual and the Organizational Flow Chart contained therein.
16. Any signatory agency may withdraw from this Agreement when a period of twenty (20) days has elapsed after notification is made by registered letter to the other signatory agencies' normal business address. Withdrawal or non-execution of this agreement by any one agency shall not affect the continued efficacy of the Agreement regarding other signatory agencies.
17. **Venue:** This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in a lawsuit in equity or judicial proceedings for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in courts of competent jurisdiction in state court in Thurston County, Washington or in the federal court for the western district of Washington.
18. **Modification:** No changes or modification to this Agreement shall be valid or binding upon parties to this Agreement unless such changes or modifications are in writing and executed by all parties.
19. **Severability:** It is understood and agreed by the parties hereto that if any part of this Agreement is declared invalid, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed as if the agreement did not contain the invalid part. If it should appear that any provision herein conflicts with any statutory provision of the State of Washington, said provision shall be deemed inoperative and null and void insofar as it may be in conflict therewith and shall be modified to conform to such statutory provisions.
20. **Extent of Agreement:** This Agreement contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this agreement between the parties hereto.
21. **Relation of Agreement to Statewide Mutual Aid Plan:** All the provisions of this Agreement are designed to be in accordance with the provisions of the Washington State Law Enforcement Mobilization Plan and/or Intrastate Mutual Aid Plan pursuant to RCW chapters 43.43 and/or 38.56. . While this document serves to clarify and define the working relationship for law enforcement mutual aid, nothing herein precludes the adoption of specific mutual aid agreements between the signatory agencies of this county and those of other counties which comprise respectively the district and regional configurations mentioned in the mutual aid plan.

22. **Notices:** Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and sent by registered or certified mail to the signatory agencies.

CITY OF OLYMPIA

ATTN: Police Chief
Mailing: PO Box 1967
Olympia, WA 98507-1967

THURSTON COUNTY

Undersheriff Timothy P. Braniff
2000 Lakeridge Drive SW
Olympia, WA 98502
branift@co.thurston.wa.us
Office: 360/786-5502
Cell: 360/561-2799

CITY OF LACEY

ATTN: Police Chief
420 College Street SE
Lacey, WA 98503

CITY OF TUMWATER

Police Chief
City of Tumwater
555 Israel Rd. SW
Tumwater, WA 98501

CITY OF YELM

ATTN: Police Chief
206 McKenzie Ave SE
Yelm, WA 98597


23. **Plan Review:** Each of the signatory agencies shall meet bi-annually to review and recommend any necessary changes to the plan set forth in this Agreement.
-
24. **Joint Board:** This Agreement creates no joint board and no separate legal entity.
25. **Duration of Agreement:** This Agreement shall be effective on the date of the last signature affixed hereto and shall terminate only upon mutual agreement of the parties.
26. **Recording or Posting:** The Thurston County Sheriff's office shall file this Agreement with the Thurston County Auditor's Office and each agency shall post it upon a website as provided by RCW 39.34.040.

THURSTON COUNTY:

By: 
Chair, Board of County Commissioners

Date

THURSTON COUNTY SHERIFF:

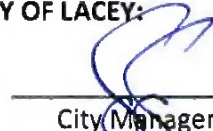
By: 
John D. Snaza

2-25-20
Date

Approved as to form:

By: 
Deputy Prosecuting Attorney

CITY OF LACEY:


By: 
City Manager

10/10/2015
Date

Approved as to form:

By: 
City Attorney

CITY OF OLYMPIA:


By: 
City Manager

8/16/19
Date

Approved as to form:

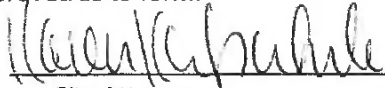
By: 
Deputy City Attorney

CITY OF TUMWATER:


By: 
Mayor

12-14-19
Date

Approved as to form:

By: 
City Attorney

CITY OF YELM:

By: 
Mayor

8-29-19
Date

Approved as to form:


By: 
City Attorney

EXHIBIT A

THURSTON COUNTY SHERIFF'S OFFICE



POLICY MANUAL

Revised: July 2017

EXHIBIT A, P. 2**2.G.3 Special Weapons and Tactics Team (S.W.A.T.)**

- a) The SWAT Team is the responsibility of the Chief Deputy of Field Operations. The Sheriff's Office will have a system for control and governing the use of the SWAT Team. These guidelines will be outlined in detail within the SWAT Team's Procedures Manual.
- b) SWAT Utilization Policy
It shall be the policy of this Office that a tactical team may be mobilized in the following situations:
 - 1) Hostage incidents.
 - 2) Barricaded suspect incidents.
 - 3) Sniper incidents.
 - 4) Riots or situations requiring chemical agents
 - 5) High risk arrest situations, or as directed by the Sheriff or designee.
- c) Guidelines for Utilization
Some basic guidelines for determining if the tactical team may be utilized are:
 - 1) The suspect has committed a criminal act or is in a dangerous mental condition.
 - 2) The suspect is believed to be armed.
 - 3) The suspect has refused to submit to arrest.
 - 4) By the nature of the situation, an unacceptable risk is presented to deputies or the public by using any other accepted means.
 - 5) Any other situation deemed appropriate by the Sheriff or designee.

Thurston County



SWAT

Procedures / Guidelines

Approved by:

B. O. W. T.

Date:

10/27/2017



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Purpose

The purpose of this manual is to establish policy / procedures and guidelines for the selection, training, equipping, consistent activation, deployment and use of the Thurston County SWAT Team. This office recognizes that no SWAT operation is ever alike and SWAT missions are fluid. With that said, the procedures in this manual are guidelines for the different operations that the SWAT Team will face. The main purpose of any SWAT operation is to allow flexibility, for the people making decisions, to resolve an issue in the most peaceful manner possible.

Mission Statement

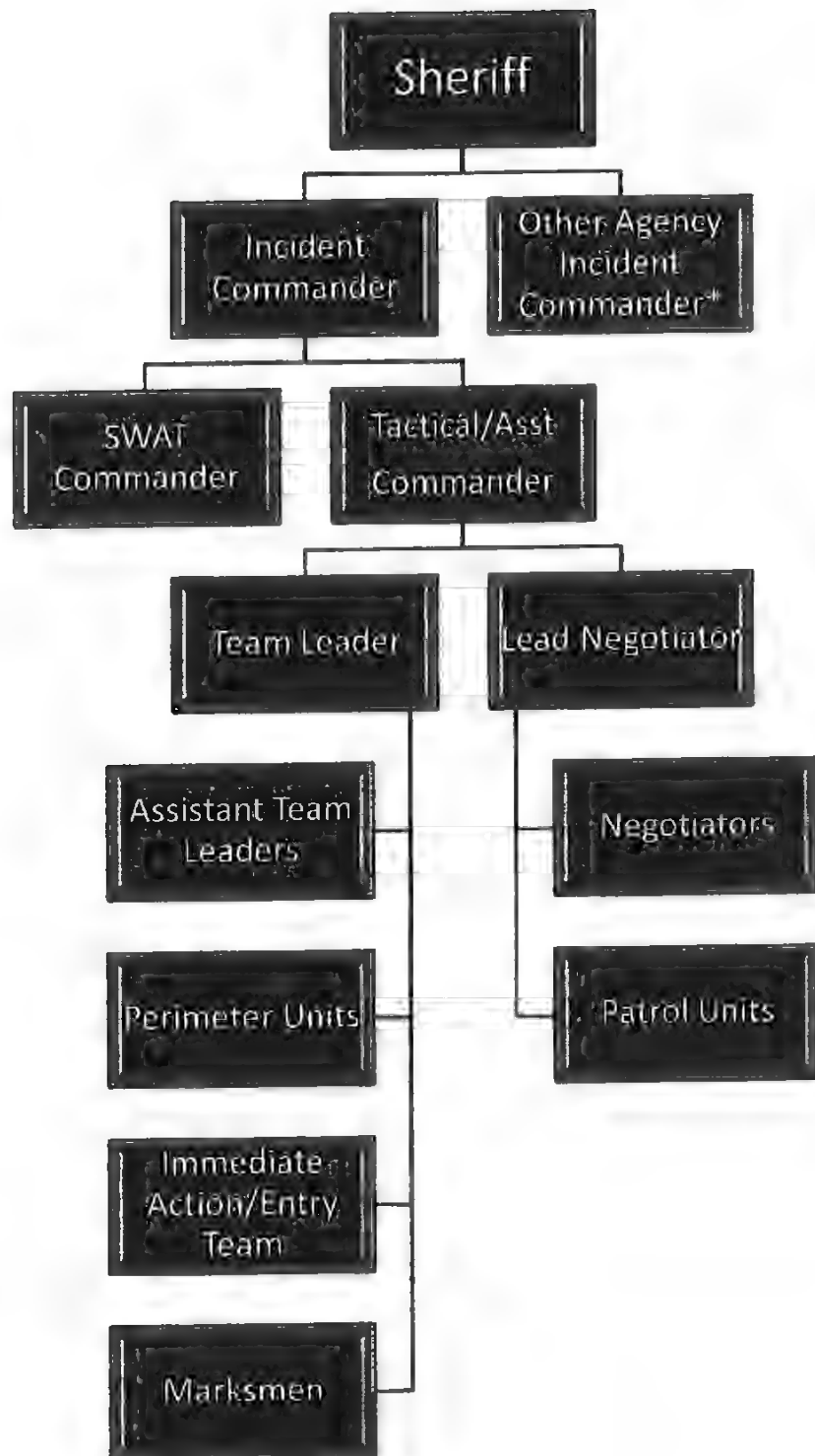
Recognizing that the presence of a highly trained, highly skilled police tactical unit has been shown to substantially reduce the risk of injury or loss of life to citizens, police officers and suspects; and recognizing that a well-managed "team" response to critical incidents usually results in successful resolution of critical incidents, it is the intent of the Thurston County SWAT Team to provide a highly trained and skilled tactical team as a resource for the Thurston County Member Agencies in the handling of critical incidents.

MISSION:

The mission of the Thurston County SWAT Team is to support the Member Agencies and any other requesting law enforcement agency with a tactical response to critical incidents. Critical incidents are defined as follows:

1. **Hostage Situations:** The holding of any person(s) against their will by an armed or potentially armed suspect.
2. **Barricade Situations:** The standoff created by an armed or potentially armed suspect in any location, whether fortified or not, who is refusing to comply with police demands for surrender.
3. **Sniper Situations:** The firing upon citizens and/or police by an armed suspect, whether stationary or mobile.
4. **Apprehension:** The arrest or apprehension of armed or potentially armed suspect(s) where there is the likelihood of armed resistance.
5. **Warrant Service:** The service of search or arrest warrants where there is a likelihood of armed or potentially armed suspect(s) and there is the potential of armed resistance.
6. **Personal Protection:** The security of special persons, such as VIP's, witnesses, or suspects, based on threat or potential threat to the well-being of those persons.
7. **Crowd Control / Riot:** The arrest, apprehension and / or dispersion of persons involved in unlawful assembly and / or civil disobedience.
8. **Special Assignments:** Any assignment, approved by the Sheriff, Undersheriff, Operations Chief, Incident Commander or SWAT Commander, based upon the level of threat or the need for special expertise.

ORGANIZATION FLOW CHART



**If incident occurs outside TCSO jurisdiction, will act as joint incident commander.*

COMPOSITION AND STRUCTURE:

The Thurston County SWAT Team is a multi-jurisdictional team comprised of members from the Thurston County Sheriff's Office, Olympia Police Department, Tumwater Police Department, Lacey Police Department, Yelm Police Department and Medic One.

Current SWAT Team Members Agency Commitment:

<u>SWAT Team</u>	Number of Members
Thurston County Sheriff's Office	10
Olympia Police Department	4
Lacey Police Department	4
Tumwater Police Department	4
Yelm Police Department	2
Medic One – Paramedic	1
Medic One – ER Doctor	1
Total	26

The above listed numbers reflect the current structure of the Thurston County SWAT Team. Negotiators (CNT) are available as resource to the SWAT Team (the structure of their team can be found in their policy manual). The number of members may vary depending upon the commitment by all participating members. It also allows for the expansion of the team if other agencies chose to participate with the Thurston County SWAT Team in the future.

COMMAND AND CONTROL STRUCTURE:

The Thurston County SWAT Team is commanded by a member of the Thurston County Sheriff's Office and must have tactical experience. When activated for an operation, the SWAT Team Commander, or the Assistant SWAT Commander when the Commander is absent, reports directly to the Incident Commander. The SWAT Team Commander is responsible for deployment of the SWAT Team, tactical decision-making and tactical resolution of the incident. This may involve delegation of these tasks to leadership elements within the SWAT Team. The SWAT Commander, when feasible, will approve the tactical plans designed by the leadership elements within the team. The SWAT Team Commander may act as the Incident Commander if so designated by Command staff. No other person, who is not in an active position within the SWAT Team, will attempt to direct, supervise, or control any element or member of the SWAT Team.

Positions and Responsibilities

SHERIFF OR DESIGNEE:

The Sheriff is the Command Officer for the Thurston County SWAT Team. The Sheriff may delegate this authority to Command Staff as needed. The Sheriff is ultimately responsible for all activations and acts of the SWAT Team

INCIDENT COMMANDER:

This is a command level officer (Captain or above) within the Thurston County Sheriff's Office. They are responsible for notifying the SWAT Team Commander upon activation. The Incident Commander is in charge of all aspects of the operation during a call-out and assumes responsibility for all decisions made. The Incident Commander will coordinate all actions of personnel and arrange for all necessary logistical needs during a call-out. The Incident Commander is the only person that the SWAT Team Commander will take orders / commands from. All SWAT team activations will be approved by the on-duty Incident Commander. If the SWAT activation occurs in another jurisdiction, that agency may provide an incident commander. The requesting agency incident commander will work with the TCSO incident commander in a joint command structure to ensure that the hosting agency has input into the decision process. The Thurston County Sheriff's Office Incident Commander will have final decision making authority on all deployments of the Thurston County SWAT Team. This authority can only be super ceded by a Thurston County Sheriff's Office command officer of higher rank.

ADMINISTRATIVE SWAT LIAISON:

This is a Captain within the Field Operations Bureau of the Thurston County Sheriff's Office. They are responsible for direct administrative oversight of the Thurston County SWAT Team and the SWAT Team Commander. This person will assist in review of reports, equipment acquisition, budget issues, etc.

SWAT TEAM COMMANDER:

A member of the SWAT Team from within the Thurston County Sheriff's Office. The Commander has overall command of the SWAT call-out until relieved by the Incident Commander. Duties and responsibilities are as follows:

- Ensures the team is mission capable at all times.
- Initiates SWAT Team call-out once approved / authorized by the Incident Commander.
- Makes or Approves tactical plans as to the use of the SWAT Team.
- Coordinates all tactical units on the scene.
- Makes or approves decisions that affect tactical deployment during the SWAT call.
- Coordinates the deployment of team through team leaders throughout the tactical option phase.
- Approves all training for the SWAT Team.
- Maintains all records and files of the SWAT Team.
- Approves, schedules and ensures that all the training meets the SWAT Team's needs.
- Maintains strict accountability (inventory) of all equipment.
- Sets up and manages the TOC (tactical operations center / command post) for the SWAT call-out unless relieved by the Incident Commander.

ASSISTANT SWAT TEAM COMMANDER:

The Assistant SWAT Team Commander is selected by the SWAT Commander.

The role of the ASTC is:

- ASTC assumes the role of Tactical Command during SWAT missions.
- Support the SWAT Commander in all duties.
- The ASTC will act as the SWAT Commander when required to do so by either an absence or by designation of the Team Commander.
- The ASTC may also be given responsibility for any portion of the team as needed.

TEAM LEADER:

A senior member of the team selected by the SWAT Commander and approved by the administration of the Sheriff's Office. This position is responsible for deployment and tactical coordination (with the SWAT Commander) for the operation. Duties and responsibilities are as follows:

- Prepares and briefs the tactical plan on a SWAT call-out.
- Coordinates all SWAT Team members operating in a support role based on the tactical plan.
- Plans team training and submit training briefs and schedules to the Commander for approval.
- Ensures that all team equipment is accounted for and maintained properly by appropriate team members.
- Acts as the Team Commander in the absence of the Commander and/or Assistant SWAT Team Commander.
- Coordinates the tactical planning process.
- Ensures deployment is complete when operators are assigned as perimeter / immediate action team on scene.
- Ensures that all team members are properly equipped for the specific mission.
- Ensures that all team equipment is properly cared for and accounted for by holding regular inspections.
- Submits training needs to the Team Commander for consideration and inclusion in the training plan/schedule.
- Ensures mission readiness of team members at all times.

Assistant Team Leader

The Assistant Team Leader is selected by the SWAT Team Commander. There may be more than one Assistant Team Leader designated by the Commander.

The role of the ATL is:

- Support the Team Leader in all duties.
- The ATL will act as the Team Leader when required to do so by either an absence or by designation of the Team Commander.
- The ATL may also be given responsibility for any portion of the team as needed.

MARKSMAN / OBSERVER

Lead Marksman on the team trained as a Marksman / Observer. The Marksman Leader is a person who is selected by the Team Commander and Team Leader. He / she will ensure that all members of this squad are equally capable of long and short-range target interdiction. Duties and responsibilities are as follows:

- Engages selected targets when ordered to do so by the Team Commander or Team Leader. May engage targets without command authorization if the situation is in Immediate Defense of Life. All types of such engagements shall be in accordance with Federal and State use of force guidelines.
- Deploys his/her squad in accordance with mission directives.
- Provides timely information of on-scene activity.
- Assists in scouting assignments as directed by the Team Commander or Team Leader.
- If necessary, acts as marksman control in the TOC.
- Ensures all necessary equipment is accounted for and in good condition.
- Submits training needs to Team Leader for consideration and inclusion in the training plan/schedule.
- Ensures mission readiness of team members at all times.

MARKSMAN MISSION STATEMENT

It is the mission of this unit to assist in bringing about the safe and peaceful resolution of critical incidents through stealth, tactics and skills, by providing real-time information and protective overwatch for all on-scene personnel, both law enforcement and civilian.

TEAM ASSIGNMENTS AND PURPOSES:

These assignments are need driven depending on the nature of the mission being performed. Any team member can be assigned to any of these duties as determined by the Team Commander or Team Leader.

Perimeter Team: Primary purpose is to be prepared for any sudden or unanticipated action by the suspect. This includes not allowing the suspect to escape the inner perimeter unit's positions. The perimeter team will deny access both into and out of the inner perimeter by any unauthorized person. Secondary purpose is to support the Entry Team if the immediate action plan is implemented, and to provide information gathering and reporting from their containment positions. Supporting the Entry Team may include break and rake cover, secondary entry, deployment of noise/flash distraction devices or Chemical Agents, Less Lethal munitions, or cover for deployment of surveillance equipment, and / or other tasks deemed necessary by the SWAT Team Commander or Team Leader.

Entry / Immediate Action Team: Primary purpose is to perform a deliberate crisis entry, conduct exigent crisis entry if forced to do so and deal with the suspect upon surrender. This includes assisting in the planning and development of the operation plan, providing tactical expertise, planning any contingencies, and troubleshooting the plan. Secondary purpose is to support the Perimeter Teams if immediate action by them is suddenly necessary.

SELECTION PROCESS

When a vacancy occurs on the Thurston County SWAT Team the following process will be used to fill the vacancy:

SWAT VACANCY

An announcement of the vacancy will be put out detailing the vacancy and criteria used for selecting new members.

Criteria

- Minimum of one (1) year as a commissioned law enforcement officer with their agency (unless approved by the administration).
- Must be off probation (unless approved by the administration).
- Must submit a letter of interest to the Team Commander or Administrative Liaison via their chain of command.
- Must be available for call-outs at all times.
- Refrain from excessive alcohol use while on the team.
- Must be proficient with handgun and maintain a MASTER (90% or above on scored course) status.
- Must be proficient with a rifle and maintain a MASTER (90% or above on scored course) status.

TEST

A. Must pass a Physical Test (WSTOA Standards):

1. Run 1-½ miles within 12 minutes and 30 seconds.
2. 35 push-ups no time limit.
3. 35 sit-ups in 1 minute.
4. 6 pull-ups no time limit.

B. Must pass an Oral Board.

1. The oral board will be overseen by the Team Commander and the Team Leadership. An administrative member from the candidate's agency will be invited to sit in on the oral board as well.
2. The questions will be of such to determine who the person is, what type of background they have, level of experience, how they rationalize situations, ability to think clearly while stressed and situational questions given to see what kind of tactical ability they possess.

C. Handgun Qualification: Upon successful completion of the physical and oral board test the participants will be tested and must pass with a MASTER level score (90% or above on scored course) with their handgun. If the candidate fails to demonstrate a Master's Level proficiency, an evaluation of their basic skills will be conducted. The SWAT Lead Marksman or Range Master will determine if the candidate can be trained to that level.

D. Rifle Proficiency: Upon successful completion of the handgun qualification they will demonstrate their proficiency with a rifle. If the candidate fails to perform at a master's level of proficiency, the same evaluation process will be done as described for the handgun qualification.

Selection

A. Upon successful completion of the above tests, candidates will be ranked one (1) through the number applied. One (1) will be the highest number. The list is then forwarded to the Thurston County Sheriff's Office Operations Chief for final approval.

B. **Appointment:** Once all above criteria are met and the person is approved by the Thurston County Sheriff's Office Operations Chief the person will be appointed to a probationary position on the SWAT Team for one (1) year.

Probationary Period

Once all the above criteria are met and the person is appointed to the SWAT Team, they must successfully pass a probationary period of one (1) year. During this period the member may be removed for any reason deemed necessary by the SWAT Team Commander.

Failure to meet the minimum acceptable standards will result in the team member being placed in a temporary, non-deployable status, for one (1) month.

Failure to meet the minimum acceptable standard within the designated period of time will result in immediate removal from the team.

A probationary team member may be removed from the team, without cause, when deemed necessary for the good of the team by a consensus of the leadership elements of the team.

This decision will be reviewed and must be approved by a board consisting Team Commander, and Team Leaders. The Administrative Liaison/ Chief of Operations with the Thurston County Sheriff's Office may overturn the decision if sufficient grounds for dismissal were not established for the team member's removal.

Mutual Aid

Other Agency Request

Other law enforcement agencies may request assistance from the department's SWAT Team. When this occurs, the on-duty supervisor shall inform their representatives of our policies and the following operational guidelines:

- A. Mutual aid requests require approval of the Sheriff or his designee. Written mutual aid agreements ideally should be in place and signed by the Sheriff and the Chief / Sheriff of the requesting agency.
- B. The request for aid is from the agency's Sheriff / Chief of Police or his designee.

1. Primary Assistance:

Primary assistance denotes that the SWAT Team shall assume the entire responsibility involved in resolving a situation. The personnel utilized in the inner perimeter should be limited to members of the SWAT Team or other officers the SWAT Team Commander feels are appropriate. The Team Commander shall respond to the scene and take charge of personnel. This does not preclude consultation between the Team Commander and the representative of the outside agency. The requesting agency must agree to this criteria or the tactical team will decline primary assistance. The SWAT Team Commander will always maintain consultation with the Incident Scene Commander and come under his/her ultimate authority.

2. Secondary Assistance:

Secondary assistance denotes that the SWAT Team will assume a support role to the requesting agency's tactical team. The requesting agency will retain complete operational responsibility and control of the incident. The SWAT Team Commander will respond to the scene and will accept mission assignments from the Incident Commander (Thurston County) who is working with the Incident Commander of the requesting agency. The integrity of the SWAT Team will remain intact and under the direct supervision of the SWAT Team Commander.

C. Responsibility of requesting agency:

1. The on-duty supervisor from the requesting agency will establish:
 - a. Inner perimeter
 - b. Outer perimeter
 - c. Command post
 - d. Staging area including press contact, assigned press area
 - e. Begin to develop intelligence information relative to the situation
 - f. Begin necessary evacuation
2. The requesting agency will assign a supervisor or command level officer to the command post during the length of the situation.

Request by our SWAT TEAM

In the event that the Thurston County SWAT Team needs additional personnel to complete the assigned task the SWAT Team Commander will advise the Incident Commander. The Incident Commander will contact the appropriate agency and request assistance from their Tactical Team.

Types of Requests:

1. **Additional Personnel**
 - a. The request for additional personnel will be made when the incident that TCSO SWAT has responded to calls for additional tactical response or a larger SWAT Team. Types of incident:
 1. Active Shooter
 2. Large Scale Operations
 3. Riot Control
 4. Hostage Rescue
 5. All other situation deemed necessary
 - b. The request is for personnel due to a shortage of members responding to the call out. This could be due to illness, vacations, or other circumstances. The tactical team members who respond need to be familiar with our tactics and have trained with our SWAT Team.

2. Relief Team

a. This request is due to the event occurring over an extended period of time. In this occurrence the SWAT Team Commander will make a request of the Incident Commander to contact the requested SWAT Team and have them respond.

b. Injury or death to a participating agency and / or department member. Thurston County SWAT Team has a member that is injured or killed by the suspect(s) involved in the incident.

Order of Preference:

Relief Teams

1. Washington State Patrol SWAT team

Additional Personnel Request

1. Any other as requested by the SWAT Team Commander

Training Standard

The Thurston County SWAT Team will train 18 days per year, for ten (10) hours or whatever the current employee contract allows for hours in a day. This training will be a mandatory training for all members of the team and they will be required to attend unless the Team Commander excuses the absence in advance.

The members will only be allowed to have a total of three (3) excused absences from training a year and no unexcused absences. Excused absences are those that are beyond the control of the SWAT Team Operator. An example would be their own agency's chain of command overriding SWAT training or missions, or some other event that occurs unexpectedly to cause the members absence. If more than three excused absences occur in a one calendar year period, the Team Commander or Team Leader will speak with the Operator and possibly their chain of command to resolve the issue. If the Operator has an unexcused absence, they will be called upon to explain themselves to the Team Commander. These types of absences will be evaluated on a case by case basis. The Team Commander may order a suspension of the SWAT Operator if necessary. The suspension will be in effect until the leadership of the team (Team Commander, Team Leader, Operations Chief, and Administrative Liaison) can meet to discuss what further action / discipline should occur.

All new members will be assigned a training officer who is a senior member of the SWAT Team. The trainer will complete the SWAT training program in a timely manner. This training will be conducted outside the normal monthly training that is required of SWAT Team members.

Training will be coordinated and approved by the Team Commander and/or the Team Leader each month. Training will be designed around the needs of the team and requirements that need to be met such as firearms qualifications. If members want or need a specific training they will convey their needs to the Team Leader so the appropriate time can be arranged for the training.

The team members are encouraged to attend outside SWAT related training when they can. All requests for training will be paid by individual member agencies however the member **will notify** the Team Commander of all training they are applying for or approved to attend. This is done so the Team Commander can ensure that the member is attending training that is right for the individual and the team. Also the member is representing the Thurston County SWAT Team so we want to ensure that the individual is qualified for the training they are attending and it is job specific.

Team Leadership: Must attend a basic 40 hour team leader course to be considered for the position of Assistant Team Leader. Operator should seek additional training to continue advancing in leadership on the team.

Marksman: Must attend a basic 40 hour marksman course to be considered for the position of Marksman. Marksman will also seek advanced training during the duration of this assignment. Marksmen are required to train at least 20 hours per year in addition to the 18 days required team training.

Explosive Breacher: Must attend a basic 40 hour approved certification course and pass the Washington State Licensing Exam to be considered for the position of Explosive Breacher.

Must pass Annual Physical Test (must be completed within 16 minutes or less):

1. 800 meter run
2. 5 rounds of the following:
 - 3 pull-ups
 - 6 push-ups
 - 9 sit-ups
 - 12 box jumps
3. 800 meter run

If a member fails the annual PT test they can retake the test in 30 days.

If a member fails the annual PT test a second time it will be up to the SWAT Team Leadership and Operations Chief to determine eligibility for the team.

EQUIPMENT STANDARDS

The Thurston Sheriff's County Office and member agencies will supply their respective members the necessary equipment needed to perform the tasks as a SWAT Team member. Team members will be provided the following safety equipment:

1. Ballistic Helmet
2. Safety glasses and goggles
3. Ballistic entry vest Level IIIA with Threat Level III rifle plate
4. APR / Gas mask
5. Radio / Headset
6. Handgun – Glock .40 caliber
7. Ammunition
8. Rifle – AR-15 style weapon with suppressor
9. Nylon gear, holster, ammunition pouches etc.
10. Uniforms
11. Boots
12. Specialized Weapon – if necessary
13. Rain Gear

SWAT Team members will utilize appropriate utility type uniforms of an approved color / pattern, and footwear. Uniforms will utilize clearly visible and identifiable placards, patches, badges, or lettering that identifies the wearer of the uniform as a law enforcement officer. The SWAT Team Commander must approve all other items of personal wear or equipment. SWAT Team members to whom any item of equipment is issued, are responsible for the care and maintenance of the equipment. Failure to appropriately care for or maintain the equipment in full mission readiness will be grounds for removal from the team.

Security of Weapons and Equipment

All assigned weapon and equipment will be stored in a secure location and out of sight from the public's view. If the equipment is stored in the team members issued police vehicle it will be stored in a locking trunk or in the cab compartment if the vehicle is armed with an alarm system. A secondary locking system (gun rack, trigger lock, cable lock or storage cabinet) will also be used to secure the weapon. If the vehicle is parked for a prolonged period of time (vacation) the weapons will be removed and stored in the team member's home or in the SWAT locker at the TCSO FOB. If stored at the member's residence, the weapon will be stored in a gun safe or location where it is not accessible to family members. A secondary locking system will be used to ensure the weapons security.

Care of Equipment

Members of the team will be issued equipment and firearms upon acceptance to the SWAT Team. It will be their responsibility to clean and care for the equipment while in their possession. All equipment will be maintained in operational ready status.

The team leadership will inspect the equipment once a year as an annual audit. This will ensure that all the equipment assigned is accounted for and in proper working order. Along with the annual audit the Team Commander and/or the Team Leader may inspect any equipment at any time. Upon request the member will present the equipment requested for inspection.

All equipment that is missing or lost will be reported to the SWAT Team Commander immediately. Excessive abuse, loss or missing equipment could result in disciplinary action due to negligence.

Replacement of lost or damaged (due to abuse) equipment will be the responsibility of the member's home agency regardless of which agency owns the equipment.

Failure to maintain or account for issued equipment will result in disciplinary action. Continued violations will result in immediate suspension from the team and discipline will be determined by a consensus of the team leadership (Team Commander, Team Leader, Operations Chief, and Administrative Liaison).

Attendance

The Thurston County SWAT Team is a limited resource team with a minimum amount of team members available. With that said, members will be required to attend all training and call-outs while assigned to the SWAT Team unless they have made notification to the Team Commander in advance of their absence.

If members demonstrate a lack of commitment to the SWAT Team by not showing up for training and/or call-outs they will be removed from the team. Unexcused absence from a call-out will subject the member to review by the Team Commander. This review may involve further disciplinary actions up to and including dismissal from the team.

Excused absence is one where the member calls the Team Commander in advance to let him know that they are unavailable due to prior commitments such as out of county, vacation, training, etc.

Members missing more than three excused absences from training a year will be brought in for a review by the Team Commander.

Noise / Flash Diversionary Devices

Purpose

The purpose of this policy is to provide SWAT Team members with guidelines in the safe and proper use of the NFDD (Noise Flash Diversionary Device). The NFDD is an explosive device that, when properly deployed, produces six (6) to eight (8) seconds of physiological involuntary distraction which prohibits organized resistance.

Policy

NFDD's are among the most useful tools to law enforcement today. Their continued use and availability is only possible through proper training, justification and deployment. Only team members authorized to deploy devices shall do so. No indiscriminate detonation of a noise/flash device will be permitted. All team members shall be trained, tested and certified in the safe use of noise/flash devices on an annual basis.

Procedures

- A. Special care should be exercised when detonation is likely to be completed in a structure where children, elderly persons or individuals with known medical issues (pregnancy, disabilities, etc.).
- B. Due to the potential fire hazard, officers shall, whenever possible, visually inspect the area of their throw prior to detonation.
 - 1. Avoid clothing, paper, upholstery, etc.
 - a. Although the NFDD has no separating sub munitions and fragmentation is near zero, flying objects are always a possibility. Officers should deploy the NFDD while avoiding areas that have loose objects present when possible.

- b. When handling a NFDD, all personnel should use safety equipment. Safety equipment would include, but is not limited to:

- i. Eye protection
- ii. Ear protection
- iii. Helmet
- iv. Body Armor
- v. Gloves
- vi. Ballistic or non-ballistic shield.

- c. Thurston County SWAT Commander shall consult with the Incident Commander on the deployment of NFDD.

1. Upon detonation of the NFDD, smoke is produced. At the earliest convenience, officers should ventilate the area of deployment for the benefit of officers, suspects and civilians.
2. With the production of a loud noise, accompanied by a brilliant flash of light, exposure to the NFDD may produce sensory overload. After deployment, officers should check those exposed for any injury when any threat has been mediated.

Failure to Detonate

- A. Officer should always have a back-up device ready to deploy.
- B. If a device fails to detonate, a second device should be immediately deployed whenever possible.
- C. After securing the area, it will be necessary to remove the un-detonated device:
 1. Avoid handling; use a shovel or other object to move.
 2. Before moving the NFDD, check for proper separation of pin and lever.
 3. Immediately submerge the NFDD in a bucket of water and wait for at least 24 hours.

Safety Zone

If in the event a member determines not to throw the NFDD after the pin is pulled, there will be a designated Safe Zone to throw the NFDD to allow for safe deployment outside the structure. This is due to hazards faced when trying to re-pin a NFDD under stressful situations.

The member will yell **NO BANG** to let other members know the NFDD will be deployed into the safe zone.

The Zone will be located near the deployment area of operation. The site will have been checked by the Operator designated to deploy the NFDD prior to approaching the residence to ensure that there are no hazards located in the safe zones such as but not limited to; propane tanks, children, barbeque grills, etc.

Justification

A. SWAT Team members may deploy a noise / flash device whenever a low-level lethality diversion is necessary to enable an entry to be made or an arrest to be affected.

1. Barricaded suspect or hostage situation
2. High risk warrant service
3. Distracting a subject to allow apprehension or detention
4. Any situation that has the potential of being a life threatening or violent confrontation.

Storage: When NFDD's are not being deployed on a call out they will be stored in a locked metal container consistent with and in accordance to the Federal BATF and Washington State standards.

Chemical / OC Munitions

Purpose

The purpose of this policy is to provide Thurston County SWAT Team members with guidelines for the proper use of chemical munitions.

Policy

The use of chemical munitions is an effective less lethal tool in subduing armed and dangerous persons, forcing a barricaded subject from a stronghold or dispersing a riotous crowd. It shall be the policy of Thurston County SWAT, that team members will only deploy chemical munitions with the authorization of designated SWAT Command Personnel and in accordance with the proper escalation of force. Officers responsible for the deployment of such munitions shall be trained and tested by certified chemical agent instructors on an annual basis.

Procedures

- Thurston County SWAT Commander will have full control of all chemical agents and their use.
- Thurston County SWAT Commander shall consult with the Incident Commander on the deployment of chemical munitions.
- Evacuation procedures should be followed if innocent people are at risk of being contaminated.
- All officers involved in the deployment of chemical munitions should be equipped with gas masks and gloves.
- Medical personnel should be staged and prepared to render first aid to contaminated suspects, officers and / or civilians.
- CS, OC and smoke are the only authorized agents utilized by Thurston County SWAT.

Chemical / OC munitions use within a structure:

- Only non-burning type expulsion devices and projectiles should be used within a structure, unless the suspect's threat to human life is such that lethal force would be justified and the device used is designed to minimize a potential fire hazard, and is contained in an accepted manner.

- Deployment of all chemical munitions shall be accomplished in the safest manner possible.
- Thurston County SWAT Team Leader, in conjunction with the Chemical Munitions Officer (grenadier), shall determine what type and amount of chemical munitions to be deployed. This plan shall be approved by the SWAT Team commander prior to implementation.
- The Chemical Munitions Officer (grenadier) shall keep accurate records in regard to the chemical munitions issued, used and recovered.

Chemical / OC munitions in outdoor use:

- Thurston County SWAT Commander or the Incident Commander shall designate what formations are to be used by team members on the strike or riot line.
- Burning projectiles are acceptable for use in an outdoor environment.
- Thurston County SWAT Command Personnel, in conjunction with the Chemical Munitions Officer, shall determine what type and amount of chemical munitions to be deployed.
- Chemical Munitions canisters are to be thrown on the ground or launched behind the strikers or rioters. Projectiles are to be fired behind the strikers or rioters. Wood or foam rubber "knee knockers" are to be fired at the ground and ricocheted towards the strikers or rioters.
- In the event the suspect(s) presents a serious risk of death or injury to himself or any person(s), specialty impact weapons (less lethal munitions) may be direct fired at a suspect.
- Any person struck with less lethal munitions by a Thurston County SWAT Team member should be, when possible, evaluated by medics.

Decontamination Procedures:

1. At the completion of the incident, the Chemical/OC Munitions Officer shall be responsible for initiating decontamination procedures as appropriate.

- a. Policing area for expended munitions
- b. Preparing area for ventilation
- c. Provide decontamination information

2. The Chemical/OC Munitions Officer and SWAT Team Commander shall evaluate each incident where agents were deployed and critique what areas of training and procedure that may need to be improved. The documentation of Chemical Agent use will be provided in an after-action report.

Chemical / OC Agent Deployment

The chemical / OC agents may be used in situations listed below but not limited to:

- Riot Control
- Barricaded Suspect
- Suspect Control
- Animal Control
- Any other situation deemed necessary by the SWAT Team Commander.

When the SWAT Team uses chemical agents the Team Commander will approve their use prior to deployment.

- Chemical / OC Munitions will only be deployed by trained personnel.

Type of Delivery Systems

The Thurston County SWAT Team uses a variety of deployment methods for different types of incidents. The following are the types of deployment methods:

1. 40 mm single launcher system
2. 12 gauge launcher
3. Hand thrown
4. Aerosol delivery system
5. Pepperball system
6. Any other system

Explosive Breaching

Purpose

During the course of operations, team members may be faced with the responsibility of creating a communication portal and safe surrender area by using an appropriate level of a shaped explosive charge to affect a breach. This tactic may be used in barricaded or fortified locations in which the subject inside the structure is to be arrested and has been repeatedly hailed by law enforcement personnel without compliance. This use of an initial explosive breach is not recommended for suicidal subjects. In those types of incidents, an explosive breach may be designed for a different purpose. Alternative means of forced entry in these situations (i.e., door rams) are less effective and may create an extreme hazard for entry personnel. The explosive breach by shaped charge may be used in other applications in which the team leadership has determined it is the safest and most effective means to gain entry into a structure. In these instances, the tactical use of shape charges will provide a surgical breach that will provide an immediate access for entry personnel. Explosive entry also provides a distraction through shock and surprise that may inhibit organized resistance toward entry personnel. In addition, explosive breaching of entry points creates surrender areas and open a communication portal for persons.

The use of explosives by SWAT may be used in varied applications. Examples of explosive entry as a tool may be applied in the following circumstances:

- a. In the case of a non-compliant suspect who has been contacted by officers in an effort to gain their surrender. In such situations, all factors shall be taken into consideration, such as mental state of the suspect, hazards posed by the structure and overall safety. The use of a breaching charge has proven effective in gaining compliance in these circumstances by creating a communication portal and a safe surrender area.
- b. Emergency entries in which SWAT must act immediately and gain control of a crisis to save lives. Situations such as a threatened hostage are an example of this type of entry.
- c. Breaching of barricaded areas in which the only safe method of gaining entry is by use of an explosive charge.
- d. Any other situation in which an explosive charge is deemed necessary by team command.

Policy

Explosive entry is a tool that we use to gain entry into a location. It is accomplished by using a small amount of explosive with a blasting cap to force open a door or port a wall. **This type of entry will need approval from the Team Commander and the Incident Commander prior to use.**

Members who have attended an approved breaching school will be the only persons to perform the rigging of this type of charge. "Breachers," as they will be referred to, will document the rigging of all charges they set up both in training and live operations. The log will show what type of charge was set up, date, time and who assisted. The Breacher will maintain this log as a personal record of his charges rigged and detonated.

Along with the above duties the Breachers will be responsible for inventory control of the explosives and blasting caps that are stored. The inventory will be conducted no less than once a month by one of the breachers. The log sheets for the inventory will be stored in a location near the explosives so it can be reviewed.

Handling, purchasing, training, and tactical use of breaching charges will be authorized and supervised by a Certified Explosive Breaching Officer, under the direction of Thurston County SWAT Team Commander.

Selected Thurston County SWAT Team members will be required to submit to on-going training relative to the use of breaching charges.

A. Equipment

Equipment needs for explosive entry are based upon specific breaching charges and firing devices.

1. Non-el Blasting Caps

- a. Blasting caps are explosive devices necessary in the initiation of breaching charges.
- b. Non-el blasting caps are not susceptible to radio frequency hazards or static electricity.

2. Detonating Cord

- a. Detonating cord, commonly referred to as Det Cord, and also known as Prima Cord, Primex, Detacord, and detonating fuse contains a core of primary explosive known as PETN.
- b. Det Cord is a flexible rope-like substance that can be cut and shaped for specific charges.

3. Non-el Firing Device

- a. A firing device is necessary in the initiation and detonation of any explosive charge.
- b. When initiated, the Non-el firing device transmits a low energy signal or spark, reliably through sharp bends or kinks to the blasting cap, which will detonate the explosive charge.

4. Types of Charges

- a. Blasting caps, Det Cord, and firing devices are used to create folding linear charges, sliding hinge charges, water charges, frame charges, etc. Collectively, these charges are referred to as "shape charges."
- b. Shape charges are so designated due to the flexibility of Det Cord, and the ability to cut it to specific lengths, and then additionally, shape it to meet the needs of entry personnel.

B. Training & Certification

1. Explosive Breaching Officer

- a. An Explosive Breaching Officer can be any team member of Thurston County SWAT that has undergone extensive training regarding the safe handling of explosives, explosive entry breaching, and has been licensed by Washington State to purchase, handle, prepare and detonate breaching charges.
- b. Thurston County SWAT Team Commander must approve the certifying organization for the Explosive Breaching Officer.

2. Thurston County SWAT Personnel

- a. Selected Thurston County SWAT Team members will be required to submit to ongoing training regarding the use of explosive breaching.
- b. Any member not successfully completing the training will not be permitted to participate, at any level, in the use of explosive breaching.

C. Handling & Purchasing

1. Handling, purchasing, and assembly of equipment relative to breaching charges will only be authorized by the SWAT Team Commander or designated Explosive Breaching Officer.
2. A designated team member will be assigned to work as an assistant with the Explosive Breaching Officer. This position will be voluntary and is provided to assist the Explosive Breaching Officer in breaching charge assembly.
3. At no time is there to be unauthorized civilians or team members in the proximity of the assembly area for a breaching charge.
4. Thurston County SWAT medics or EMS personnel should be available during the assembly and / or use of a breaching charge.

5. Only trained, tested and certified Thurston County SWAT Team members will have the authority to complete breaching charge placement and detonation during team activations.
6. Transportation
 - a. No additional fuel will be transported with breaching charges.
 - b. Fire extinguishers will be carried in vehicles that transport breaching charges.
 - c. At all times, breaching charges are to be secured to prevent them from loss or theft.
 - d. Smoking is not permitted within twenty (20) yards of a breaching charge.
 - e. Pre-assembled shape charges will be stored in an air / water tight container. Containers are only to be opened by authorized personnel for purposes of training or actual use.
 1. Containers will be secured within the transporting Thurston County SWAT vehicles and not subject to jostling or movement.
 - f. Blasting caps must be carried in a metal container, stored separately from breaching charges.
7. When handling breaching charges, all personnel should use safety equipment. Safety equipment would include, but is not limited to:
 - a. Eye protection
 - b. Ear protection
 - c. Helmet
 - d. Body Armor
 - e. Gloves
 - f. Ballistic or non-ballistic shield.

D. Procedure

1. Justification for use
 - a. Emergency entry is required by law enforcement personnel and the use of explosives is the safest alternative for gaining entry into a structure.
 - b. Limited Breaching to gain suspect compliance and create a communication portal and safe arrest area.
2. Explosive Breaching Personnel
 - a. Cover Man
 1. Responsible to cover the breacher as he approaches the location of charge placement.
 - b. Explosive Breacher
 1. Responsible for carrying the charge and firing device.
 2. Placing / Rigging the charge.
 2. Responsible for firing the device.
 - d. Shield Man
 1. Responsible for carrying the shield and protecting breacher and entry personnel from blast at time of detonation.
3. Explosive breaching positions can be completed through a five (5) or six (6) person team. This can vary depending on the circumstances surrounding the incident. The number of members needed will be determined by the SWAT Team Commander

E. Documentation

1. In the case of a planned operation or crisis incident where a breaching charge is utilized, an Explosive Breaching Report will be completed. The breaching report will include all facts surrounding the detonation of the selected charge. This report will be turned over to the SWAT Team Commander and placed in the after action report.

F. Failure to Detonate

- 1. If a failed detonation occurs, the following procedures will be addressed.**
 - a. Failed Non-el Firing Device**
 - 1. Repeat firing procedure**
 - 2. Replace Non-el firing device primer**
 - 3. Repeat firing procedure**
 - b. Failed Non-el Lead and / or Blasting Cap**
 - 1. Team leader extracts breaching team personnel from staging to a safe location. (Based on possibility of compromise.)**
 - 2. The Explosive Breacher will return to command staging with a cover-man for supplemental Non-el firing device, Non-el lead and Non-el blasting cap.**
 - 3. The Explosive Breacher will then approach the objective where the firer will replace failed components.**
 - 4. Breacher will then detonate device.**

Less Lethal Deployment

Purpose:

This policy provides guidance for the purchase, storage, transportation, handling and deployment of less lethal impact projectiles and establishes reporting procedures for their use. All SWAT Team members are responsible for understanding and complying with this policy.

Definition:

For the purposes of this policy, less lethal impact projectiles are defined as those munitions that can be fired, launched or otherwise propelled for the purpose of encouraging compliance, overcoming resistance or preventing serious injury without posing a significant potential of causing death. Examples of less lethal impact projectiles include beanbags, launch able wooden, foam or rubber batons, rubber pellets and other like items.

Persons Authorized to Use Less Lethal Impact Projectiles:

Only personnel who have successfully completed a SWAT Team approved annual training course in the proper use and deployment of less lethal impact projectiles shall be authorized to use them during actual operations.

Justification for Use:

The employment and use of these devices are decisive actions that can assist in achieving the goal of protection of life and property and/or the restoration of order. They should be considered whenever the use of less lethal options would assist in enabling an arrest, restoring order and/or reducing the risk of more serious injury. Circumstances justifying the use of these munitions include, but are not limited to:

- Restoration or maintenance of order during jail or civil disturbances.
- Safely controlling violent persons
- Subduing vicious animals
- Situations wherein the authorizing person deems their use necessary to safely resolve the incident

Reporting:

The use of less lethal impact munitions constitutes a use of force and, as such, must be reported in accordance with standard departmental force reporting procedures.

Storage, Transportation & Handling: Storage of less lethal munitions should conform to manufacturer's recommendations. Generally, they should be stored in their original container in a cool, dry place. Munitions which have been removed from their original container shall be clearly and conspicuously identified as "less lethal" to prevent confusion with lethal munitions. Under no circumstances shall less lethal impact projectiles be kept in a manner, which might lead to confusing them with lethal munitions. Generally, they should be stored in a separate container or cabinet or on a separate shelf, which is clearly marked. Except as previously noted, less lethal impact projectiles should be transported in accordance with the department's customary policy or practice for small arms munitions.

Under no circumstances shall any person be authorized to tamper with or alter in any manner, any less lethal impact projectiles. Misfires and duds shall be recovered, rendered safe and removed from service. Appropriate notifications shall be made and munitions, which have malfunctioned or are damaged, shall be handled according to departmental policy governing other types of ammunition. Upon receiving any munitions, the person actually employing them is ultimately responsible for ensuring that these munitions are "less lethal" and used in accordance with departmental policy.

Procurement & Inventory Control:

These munitions shall be procured in accordance with normal departmental purchasing procedures. Inventory, serviceability, and tracking shall be the responsibility of the Team Commander or other designee responsible for handling other types of munitions.

Procedures

The use of less lethal munitions is an effective tool in subduing armed and dangerous persons who are non-compliant or demonstrate violence towards law enforcement or other persons. It shall be the policy of Thurston County SWAT Team that officers will only deploy less lethal munitions with the authorization of SWAT Commander or in situations where authorization is not able to be garnered due to the expedient nature of the incident. All less lethal munitions will

be deployed in accordance with the proper escalation of force. Officers responsible for the deployment of such munitions shall be trained, tested and certified.

- Thurston County SWAT Commander will have full control of all less lethal agents and their use.
- Thurston County SWAT Commander shall consult with the Incident Commander on the deployment of less lethal munitions.
- Evacuation procedures should be followed if innocent people may be at risk of being struck by less lethal munitions.
- Medical personnel should be staged and prepared to render first aid to suspects, officers and / or civilians who may be struck by less lethal projectiles.
- Only authorized less lethal munitions or device will be utilized by Thurston County SWAT.

The Thurston County SWAT Team uses less lethal munitions in situations where the suspect or suspects are combative, non-compliant, and / or a threat to public safety. The main reason for the use of less lethal is to resolve the situation as peacefully as possible both to the suspect and other bystanders.

The SWAT Team has a large variety of less lethal munitions and they can be used in any situation that the SWAT Team Commander approves.

Type of Delivery Systems

The Thurston County SWAT Team uses a variety of deployment methods for different types of incidents. The following are the types of deployment methods used but not limited to:

1. 40mm single launcher system
2. 12 gauge launcher
3. Hand thrown
4. Pepperball system
5. Taser Technology
6. Any other system

Firearms

Purpose

The purpose of this policy is to provide Thurston County SWAT Team members with guidelines for the proper use, care and storage of their assigned firearms.

Policy

The use of SWAT Team member's assigned firearms will be in accordance with their agency policy, SWAT policies, Washington State Criminal Justice Training Commission standards and Washington State Law. It shall be the policy of Thurston County SWAT that officers will deploy with their assigned weapons on every call out unless directed otherwise by the SWAT Team Commander or designee. Only weapons and ammunition that have been approved by the SWAT Team Commander or designee will be authorized for deployment.

Procedures

HANDGUN

Currently the standard weapon for the Thurston County SWAT Team is the GLOCK .40 caliber weapon. The only approved models are the Glock 22 and Glock 35.

A. Qualification

1. All members will qualify with their assigned weapons prior to responding to any SWAT deployment.
2. The qualification will occur once a year.
3. Members must demonstrate a master proficiency with assigned weapons. Failure to comply with a Master proficiency may result in removal from the SWAT Team.

B. Training

1. In addition to annual qualification members will receive at least two (2) additional days of training. This training will consist of firearms handling, transition drills, malfunction drills, reload drills, movement drills, partner shooting, target identification, shoot house training and any other training deemed necessary to improve the SWAT members tactical shooting skills.

LONG RIFLE / ASSAULT RIFLE

The only authorized weapon currently assigned to the Thurston County SWAT Team is an AR-15 platform type weapon. The only caliber authorized is .556

A. Qualification

1. All members will qualify with their assigned weapons prior to responding to any SWAT deployment.
2. The qualification will occur once a year.
3. Members must demonstrate a master proficiency with assigned weapons. Failure to comply with a Master proficiency may result in removal from the SWAT Team.

B. Training

1. In addition to annual qualifications member will receive ongoing firearms training. This training will consist of firearms handling, transition drills, malfunction drills, reload drills, movement drills, partner shooting, target identification, shoot house training and any other training deemed necessary to improve the SWAT members tactical shooting skills.

MARKSMEN RIFLE

The Thurston County SWAT Team will only use assigned and issued marksmen rifles. These are high quality rifles specifically designed for precision shooting. The only caliber authorized is .308.

A. Qualification

1. All members will qualify with their assigned weapons prior to responding to any SWAT deployment.
2. The qualification will occur at least four (4) times a year.
3. Members must demonstrate a master proficiency with assigned weapons. Failure to comply with a Master proficiency may result in removal from the SWAT team.

B. Training

1. In addition to quarterly qualification members will receive at least 20 additional hours of training. This training will consist of marksmen drills necessary to improve the SWAT member's tactical shooting skills.

CARE / MAINTENANCE

- The weapons are assigned to the SWAT Team member and it is their responsibility to maintain the weapon for cleanliness and ensure that it is in proper mission ready condition.
- The weapons will be free from dirt, rust and corrosion.
- All lighting systems will be clean and in proper working order at all times.
- It is the responsibility of the individual member to replace necessary batteries when they fail.
- If a member is in need of batteries or parts they will contact the Team Commander immediately and obtain what is needed.
- NO Unauthorized work on issued weapons is authorized. All work must be approved by the Team Commander and will be done by approved armor.

STORAGE

- Weapons will be stored in a safe manner at all times.
- SWAT weapons will only be authorized to be stored and carried in police vehicles.
- The weapons must be stored in a locking trunk out of public sight or in a gun lock in the passenger compartment of police vehicle.
- Handguns will be assigned to SWAT members and can be stored with assigned gear. It is preferred that members store the weapon in a secure manner when not in use.
- All SWAT weapons will be secured and not accessible to children, public or other family members.

AMMUNITION

- **ONLY AUTHORIZED AMMUNITION APPROVED BY THE TEAM COMMANDER IS AUTHORIZED.**
- Ammunition will be replaced as directed by the Team Commander.

SPECIALTY EQUIPMENT / TOOLS

SPECIAL EQUIPMENT:

Recognizing that the missions of the Thurston County SWAT Team are performed in a hazardous environment, and recognizing that the safety of innocent citizens, officers, and suspects is often jeopardized by the hazardous conditions, it shall be the intent of the Thurston County SWAT Team to utilize special equipment, as listed below (but not limited too), in an attempt to lessen the risk of injury or death to all involved during the performance of a SWAT operation.

The Thurston County SWAT Team recognizes, however, that the use of the special equipment in no way implies or guarantees that injury or death will not occur during a SWAT operation.

1. Primary Entry Weapons: Example: handguns, entry shotguns, assault rifles and submachine guns; a short-barreled weapon which enables the team member to acquire rapid target acquisition, enhances high levels of accuracy, and provides maneuverability, reliability, stopping power, and sustained fire capability.
2. High caliber rifles: Commonly referred to as counter-sniper rifles. These weapons allow the team member to place highly accurate rounds where needed to help resolve life threatening incidents.
3. Less Lethal Weapons or Ammunition: Weapons or ammunition, which propel a round or device that is not normally lethal in nature. Designed to offer an alternative to the use of deadly force when appropriate.
4. Noise/Flash Diversionary Devices: Designed to save lives and reduce the potential for shooting situations by providing for a diversion for the entry of SWAT Team members into a hazardous area. Utilizes a bright flash of light followed immediately by a loud noise.
5. Breaching Tools and Ammunition: Items such as rams, pry bars, hydraulic or electronic machines, special frangible shotgun rounds, etc. which are designed to force entry into barricaded or secured areas.
6. Explosives: Tactical explosives used to force entry into barricaded or secured areas, or to create an entry point for tactical teams where appropriate speed and surprise can only be accomplished through the use of the explosive. Also used to create large exterior distractions.

The SWAT Commander will ensure that only those Team members properly trained and certified in the use of the special equipment will utilize the equipment. The SWAT Team Commander will be responsible for establishing the certification standards and criteria for the team.

The use of specialty tools, vehicles and equipment is authorized to resolve an incident as peacefully as possible. It is recognized that the use of any tool is done to increase the safety for the SWAT officer, the public and the suspect(s). SWAT may use any tool that the SWAT Team Commander believes is needed for the specific incident. There are no restrictions. The types of equipment / vehicles /tool available to the SWAT Team are but not limited to:

- Armored Truck
- Boats
- Patrol cars / SUV's / Trucks/Van
- Cameras
- Phones, cell phones, throw phones
- Ladders
- Ropes
- Breaching tools – rams, hooligans, bolt cutters, wire cutters, cutting torches, impact tools, SHOK-Lock (TKO) rounds, glass cutter, lock picks, quickie saw, etc.
- Rappelling equipment
- Night Vision / Thermal
- Robots
- PA systems, bull horns
- Ballistic blankets, shields
- Lights, portable lighting, lasers

Any other piece of equipment that might give us a tactical advantage over the suspect involved in an incident. This is not an all-inclusive list and we are not bound by only what is listed. The SWAT Team may use any piece of equipment they believe will assist them in the peaceful resolution of the call.

DOCUMENTATION OF ACTIVATION

The SWAT Team Commander will author an after action report within two weeks of activation which will detail the activation and use of the team. It will consist of any / all actions taken by the SWAT Team, decisions made and by whom, list of munitions used, damage to the location or surrounding properties that was caused by the SWAT Team, and injury to officers / SWAT Team members / suspect / or victim(s) / innocent person(s).

Upon completion of the report it will be forwarded to the Incident Commander for review and approval. It will then be forwarded to the Chief of Operations for final approval.

The approval process is in place for accuracy of the report as well as assurance that department policies, SWAT procedures and SWAT common practices are followed.

The after action reports are kept in a location designated by the SWAT Team Commander and approved by the Administrative Liaison.

AFTER ACTION CRITIQUE

At the completion of all operations and significant training events the SWAT Team Commander will conduct an after action review. The purpose of this review will be to create a forum for team members to offer information for the improvement of the team. The after action review will be formatted to develop the following information:

- a. Positive factors
- b. Negative factors
- c. Solutions for the negative factors

All points discussed in this review / critique will be incorporated in the after action report.

All parties (SWAT members, Negotiator, Incident Commanders and any other person who was involved in the incident) will attend the after action critique if available.

The after action critique will occur if possible as soon after the event as possible. It is recognized that this may not be possible due to unforeseen circumstance however at the very least the SWAT Team members will critique the incident at the earliest possible time.

Code of Conduct

RULE 1: VIOLATION OF RULES

Members of Thurston County SWAT shall not commit any acts or omit any acts, which constitute a violation of any of the rules, regulations, directives or orders of Thurston County SWAT whether stated in this rule or elsewhere.

RULE 2: UNBECOMING CONDUCT

Members of Thurston County SWAT shall conduct themselves, at all times, both on or off duty, in such a manner as to reflect most favorably on the team. Unbecoming conduct shall include that which brings Thurston County SWAT into disrepute or reflects discredit upon any individual as a member of Thurston County SWAT, or that, which impairs the operation, or efficiency of the team or the individual, or insolent conduct to any other member. Thurston County SWAT members will, at all times, respond with honesty and truthfulness during any proceeding.

RULE 3: REPORTING FOR DUTY

Members of Thurston County SWAT shall report for duty at the time and place required by assignment or orders and shall be properly equipped and cognizant of information required for the proper performance of duty. Members shall adhere to the absenteeism policy of Thurston County SWAT and shall make immediate notification (as is possible) to the command staff of any anticipated or unforeseen absence.

RULE 4: FICTITIOUS ILLNESS OR INJURY REPORTS

Members of Thurston County SWAT shall not fake an illness or injury, falsely report themselves ill or injured, or otherwise deceive or attempt to deceive any official of Thurston County SWAT as to the condition of their health.

RULE 5: POSSESSION OF DRUGS – USE OF TOBACCO PRODUCTS

Members of Thurston County SWAT shall not possess or use any controlled substances, narcotic or hallucinogen, which could affect or impair their ability to function in their job, except when prescribed in the treatment of the member by a physician or dentist. When any controlled substances are prescribed, members shall notify Thurston County SWAT Commander. Members shall only use tobacco products at such time during activations and / or training when inactive (on break), and in a manner that the use of such does not offend or disturb others.

RULE 6: UNSATISFACTORY PERFORMANCE

Members shall maintain sufficient competency to properly perform their duties and assume the responsibility of their positions. Members shall perform their duties in a manner that will maintain the highest standards of efficiency in carrying out the function and objectives of Thurston County SWAT.

Unsatisfactory performance may be demonstrated by failure to follow policies and procedures of Thurston County SWAT, failure to produce timely documentation as required by Command Personnel, team leaders or other designated Thurston County SWAT personnel, failure to pass any required qualification, or in any way fail to conform to the work standards established by Thurston County SWAT.

In addition to other indicators of unsatisfactory performance, the following will be considered prima facie evidence of unsatisfactory performance: repeated infractions of the rules, regulations, directives or orders of Thurston County SWAT.

RULE 7: USE OF ALCOHOL ON DUTY OR IN UNIFORM

Members of Thurston County SWAT shall not consume intoxicating beverages while in uniform or on duty. Members of Thurston County SWAT shall not appear for duty or be on duty while under the influence of intoxicants to any degree whatsoever, or with an odor of intoxicants on their breath. Members of Thurston County SWAT, while off duty, shall refrain from consuming intoxicating beverages to the extent that it results in impairment, intoxication or obnoxious or offensive behavior which discredits them or Thurston County SWAT, or creates excessive absenteeism in responding to team activations.

RULE 8: INSUBORDINATION

Members of Thurston County SWAT shall promptly obey any lawful orders, requests, instructions or directives relative to the day-to-day operations, given by the Commander, Team Leaders or Team Instructors. This will include orders or instructions relayed from the Commander or Team Leader by an officer of the same or lesser rank.

RULE 9: ABUSE OF POSITION

A. Use of official position or identification

Members of Thurston County SWAT shall not use their official position for:

1. Personal or financial gain.
2. Obtaining privileges not otherwise available to them except in the performance of duty.
3. Avoiding consequences of illegal acts. Members shall not lend to another person their identification cards or uniform, or permit them to be photographed or reproduced without the approval of Thurston County SWAT Commander.

B. Use of name, photograph or title

Members of Thurston County SWAT shall not authorize the use of their names, photographs or official titles that identify them as Thurston County SWAT members in connection with testimonials or advertisements or any commodity or commercial enterprise without the approval of Thurston County SWAT Commander.

RULE 10: COURTESY

Members of Thurston County SWAT shall be courteous to the public and to fellow members. Members shall be tactful in the performance of their duties, and shall control their tempers and exercise the utmost patience and discretion and shall not engage in argumentative discussions, even in the face of extreme provocation. In the performance of their duties, members shall not use course, profane or insolent language or gestures and shall not express any prejudices concerning race, sex, religion, politics, national origin, lifestyles or similar personal characteristics.

RULE 11: PUBLIC STATEMENTS AND APPEARANCES

Members of Thurston County SWAT shall not publicly criticize or ridicule Thurston County SWAT, its policies or other members, by speech, writing or other expression where such speech, writing or other expression is defamatory, obscene, unlawful, undermines the effectiveness of Thurston County SWAT, interferes with the maintenance of discipline or is made with reckless disregard for truth or falsity. Members of Thurston County SWAT shall not address public gatherings, appear on radio or television, prepare any

articles for publication, act as correspondent to a newspaper or periodical, or release or divulge investigative information or any other matters of Thurston County SWAT while holding themselves out as representing Thurston County SWAT in such manner without proper authority.

RULE 12: PERSONAL APPEARANCE

Members of Thurston County SWAT shall wear uniforms in accordance with the rules and regulations, except when acting under proper and specific orders from the Commander. Members on duty shall maintain a neat, well-groomed appearance.

RULE 13: TELEPHONE/CHANGE OF ADDRESS

Members of Thurston County SWAT shall have telephones in their residences and shall immediately report any change of telephone numbers or addresses to their Commander and to such other persons as may be appropriate.

RULE 14: ABUSE OF PROCESS

Members shall not intentionally make false accusations of a criminal charge.

RULE 15: USE OF ISSUED EQUIPMENT

Members of Thurston County SWAT shall use Thurston County SWAT equipment for its intended purpose and in accordance with established Thurston County SWAT procedures, and shall not abuse, damage or lose Thurston County SWAT equipment. All Thurston County SWAT equipment issued to members shall be maintained in proper order. Equipment will be returned to Thurston County SWAT Commander upon request, replacement or termination of service.

Thurston County SWAT members shall take great care in the transportation and storage of Thurston County SWAT issued equipment. Equipment carried and or stored in a law enforcement vehicle shall be secured out of sight and shall be secured behind lock and key in either the trunk or vehicle interior. Thurston County SWAT equipment stored at the member's residence shall be secured behind lock and key and never accessible to unauthorized persons or children.

RULE 16: TREATMENT OF PERSONS IN CUSTODY

Members of Thurston County SWAT shall not mistreat persons who are in their custody. Members shall handle such persons in accordance with the law and Thurston County SWAT procedures.

RULE 17: USE OF FORCE

Members shall not use more force in any situation than is reasonably necessary under the circumstances. Members shall use force in accordance with the law and Thurston County SWAT procedures.

RULE 18: USE OF WEAPONS

Members shall not use or handle weapons in a careless or imprudent manner. Members shall use weapons in accordance with the law and Thurston County SWAT procedures.

RULE 19: ARREST, SEARCH AND SEIZURE

Members shall not make any arrest, search or seizure, which they know or should have known, is not in accordance with the law and Thurston County SWAT procedure.

RULE 20: INJURY/ILLNESS INCURRED IN TRAINING OR CALLOUTS

Members of Thurston County SWAT shall immediately report any injury or illness incurred as a result of Thurston County SWAT training or callouts to Thurston County SWAT Commander.

RULE 21: FALSIFICATION OF DOCUMENTS

Members of Thurston County SWAT shall complete all documentation with the highest degree of honesty and integrity. Members shall not falsify any document including required testing forms as well as member activation reports.

RULE 22: PAGING OF PERSONNEL

Any member of Thurston County SWAT needing to send a group (All-Call, Tactical, Marksmen, Negotiators, Command, and Medics) page will contact the Thurston County Dispatch Center (360-704-2740) with the appropriate information to be paged out. This includes, but not limited to, training, call-outs and general information pages. It will be the responsibility of the Thurston County Dispatch Center dispatcher to document the information requested and send the page out at an approved time. This Rule and Regulation does not apply to pages sent from individual computers or numeric pages when sent from member to member.

RULE 23: ATTENDANCE OF TRAINING AND CALL-OUTS

Thurston County SWAT team members are required to attend all training and call-outs. The members will only be allowed to have a total of three (3) excused absences from training a year and one unexcused absence. If the member has a total of more than three (3) excused absences, they will be called in to explain this to the Team Commander. Any unexcused absence will be subject to review by the Team Commander. If the absences do not fall under the guidelines established under the training section of this manual, then they may be suspended from the team. This will be by direction of the Team Commander. The suspension will be in effect until the leadership of the team (Team Commander, Team Leader, Operations Chief, and Administrative Liaison) can meet to discuss what further action/discipline should occur.

Disciplinary Procedures

- A. Upon the violation of any Thurston County SWAT rule or regulation, the SWAT Commander may suspend the member immediately. The Team Commander will document the incident and make notification to the member's Chief and the Sheriff's Office Administrative Liaison. The SWAT Team Administrative board will convene and a recommendation for disciplinary action will occur. Upon review of the violation the use of the following disciplinary actions are authorized:
 - 1. Written reprimand with verbal counseling.
 - 2. Limited suspension from all SWAT Team activities.
 - 3. Expulsion from the SWAT Team.
- B. Any action taken by the SWAT Team Administrative Board is final and will be communicated immediately to the member involved and his/her respective Chief.
- C. Any disciplinary action taken may be in addition to, or in correlation with, any departmental disciplinary action.
- D. Any written documentation will be placed into the member's Thurston County SWAT personnel file for a period of three (3) years. After that period of time, the member may submit a written request to have the documentation removed. The Thurston County SWAT Commander, as well as the Team Administrative Board will make the final decision on all requests.

SWAT Team Administrative Board

The SWAT Team Administrative Board will consist of the SWAT Team Commander, Team Leader, Thurston County Sheriff's Office Operations Chief, and Administrative Liaison and a representative from the members agency appointed by the agencies Chief (if available).

Review of Procedure

The SWAT Team Policy and Procedure manual will be reviewed annually to ensure that changes that need to be made are corrected in a timely manner. If items become outdated or new technology needs to be added the annual review can address these item and make the corrections.

SWAT Team members will be given any correction to the manual so they can comply.

**INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT MUTUAL AID BETWEEN
THURSTON COUNTY LAW ENFORCEMENT AGENCIES**

This AGREEMENT is entered into by THURSTON COUNTY, a subdivision of the State of Washington and its Sheriff, the cities of Lacey, Olympia, Tumwater, Yelm, and Tenino, municipal corporations in the State of Washington, and the EVERGREEN STATE COLLEGE for the purpose of setting forth their plan for mutual law enforcement aid as provided herein.

WHEREAS, law enforcement agencies have the responsibility of protecting lives and property and keeping the peace; and

WHEREAS, effective control during a major disorder or law enforcement operation depends upon the immediate use of all available law enforcement resources in order to protect life and property; and

WHEREAS, in Thurston County, a major disorder or law enforcement operation may affect more than one law enforcement agency necessitating joint cooperation in order that persons and property may be protected and the peace maintained; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the purposes of effectuating mutual aid on a county-wide basis; and

WHEREAS, RCW Chapter 10.93, the Washington Mutual Aid Peace Officers Powers Act authorizes the parties to enter into an agreement for mutual aid pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW),

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

The following items shall have the following meanings, unless the context indicates otherwise:

- (a) "Assisting Agency"
Any or all other police agencies contacted for mutual aid by the primarily responsible agency.
- (b) "Major Disorder"
A large scale breach of peace, public disturbance, or natural disaster.
- (c) "Mobilization"
To organize or put into readiness for active law enforcement services.
- (d) "Mutual Aid"
Aid or assistance in which two or more agencies agree to perform in common.
- (e) "Primary Jurisdiction"

(e) "Primary Jurisdiction"

The geographical area of jurisdiction of the primarily responsible agency.

(f) "Primarily Responsible Agency"

The law enforcement agency within whose local geographical jurisdiction a major disorder or law enforcement problem first occurs.

(g) "Signatory Agency"

Law enforcement agencies participating in this mutual aid agreement by virtue of the fact that their governing body has authorized and signed this agreement.

2. In the event of a major disorder or other law enforcement operation, the first law enforcement resources to be used shall be those of the primarily responsible agency. In the event that such resources are inadequate to control the situation by the primarily responsible agency, or there is a need for a specialized unit, a request for mutual aid under this plan will be made directly to an assisting agency (requests for specific individual units) or through the office of the Sheriff who is designated as the mutual aid coordinator for the county in accordance with the Statewide Law Enforcement Mutual Aid Plan. Such requests for assistance shall, if possible, specify the number of police officers and types of equipment requested, and shall further specify where and to whom such officers are to report and where and to whom the equipment should be delivered. Assisting agencies will inform the requesting agency at the earliest possible time whether or not resources are available and to what extent.

3. In the event of mobilization under this agreement, the primarily responsible agency shall take charge of the operation unless the primarily responsible agency specifically requests that a different law enforcement agency fulfill this responsibility or unless the scope of the problem is multi-jurisdictional, in which case the provisions of the Statewide Mutual Aid plan become operative. This shall include directing the assignment of all personnel and equipment. The assignment of duties to officers of assisting agencies shall be made by the supervising officer of the primarily responsible agency unless that responsibility is delegated to a different law enforcement agency as indicated above.

(a) In the event that the situation, by its nature, requires tactical intervention whereby the primarily responsible agency requests a tactical response by the Thurston County Sheriff's Special Weapons and Tactical Team (SWAT), responsibility for command and control of such tactical team and its operation will reside with the Sheriff and/or his designee(s). Mobilization of the Sheriff's Special Weapons and Tactical Team will be in accordance with the provisions of TCSO Policy 39.1.2, Subsection A concerning tactical team mobilization.

4. The parties to this agreement shall provide the names, addresses, and phone numbers of its staff who have the authority to commit personnel and/or equipment to any mobilization effort.

5. The agencies participating in this mutual aid agreement will make all press releases through the primarily responsible agency, or jointly, if agencies have concurrent jurisdiction and have agreed to make joint press releases.
6. The primarily responsible agency shall establish a command post in such a manner as to provide an area suitable for the staging and directing of resources and will notify all assisting agencies at the earliest possible time of its location.
7. Arrest policies will be determined by mutual agreement of the agencies at the outset of any mutual aid incident.
8. Transportation of prisoners to the Thurston County Jail will be coordinated by the supervising officer in charge of the incident.
9. The primarily responsible agency will be responsible for supplying and/or replacing supplies needed and/or used by officers from assisting jurisdictions. These supplies shall include food, fuel for police vehicles, chemical agent gas, or any other supplies that are reasonably needed to sustain the officers in enforcing the law and maintaining order as determined by the primarily responsible agency. Each agency will be responsible for any repairs and/or damages done to their own vehicles or equipment as a result of participation in mutual aid. Should the request for mutual aid from the primarily responsible agency be for materials or equipment only, then the primarily responsible agency will be responsible for any repairs and/or replacement of damaged items.
10. The primarily responsible agency will not be responsible for salaries or overtime pay for officers from assisting agencies. Each agency shall only be responsible for the actions of its own employees and shall insure its own employees for false arrest, assault and battery, false imprisonment or detention, malicious prosecution, libel or slander, wrongful entry or eviction or other invasion of rights of private occupancy and/or wrongful death, bodily injury, property damage, and comprehensive liability.
11. Each agency shall carry for the duration of this agreement general liability, property damage, and false arrest insurance with the following minimums:

General Liability	\$1,000,000.00
Property Damage	\$1,000,000.00
False Arrest	\$ 500,000.00

It is understood that each of the parties hereto may fulfill the requirements set forth in this section through either self insurance or the duly authorized insurance pool.

12. Whenever any commissioned officer of a signatory agency, acting pursuant to this agreement, is injured and thus unable to perform his/her duties by reason of engaging in mutual aid but isn't at the time acting under the immediate direction of his/her employer, the officer or his/her dependents shall be

accorded by his/her employer the same benefits which he/she or they would have received had that officer been acting under the immediate direction of his/her employer in his/her own jurisdiction.

13. Full-time, paid commissioned officers who are responding to any call for mutual aid shall be automatically commissioned by virtue of this agreement, through the commissioning authority of the primarily responsible agency, and, therefore, shall be empowered to exercise the same police authority during the time of mutual aid as though they were full-time commissioned officers of the primarily responsible agency. This provision shall apply whether the mutual aid request is:
 - a) Of a formal nature between department heads;
 - b) Of a less formal nature through agreement of Watch Commanders or Shift Supervisors; or,
 - c) When the officers of one jurisdiction cross jurisdiction boundaries to aid or assist the officers of another jurisdiction signatory to this Agreement.
14. If signatory agencies have reserve officers or part-time officers, in addition to full-time, paid, commissioned officers, they shall normally be exempt from the automatic commissioning as outlined above in paragraph 13, except those reserve officers working under the immediate supervision of a full-time officer. Reserve or part-time officers may be extended automatic commissioning at the direction of the department head who requests mutual aid *provided, however*, that such determination should be worked out in advance amongst the heads of the signatory agencies. In any event, reserve or part-time officers sent to another jurisdiction in response to a request for mutual aid shall be accompanied by and under the immediate supervision of a full-time officer of the assisting agency.
15. Each signatory agency should develop and maintain a current plan for mobilization of its personnel and other resources in order to effectively provide mutual aid to the other signatory agencies.
16. Any signatory agency may withdraw from this agreement when a period of twenty (20) days has elapsed after notification is made by registered letter to the other signatory agencies' normal business address. Withdrawal or non-execution of this agreement by any one agency shall not affect the continued efficacy of the agreement with regard to other signatory agencies.
17. **Venue:** This agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually understood and agreed by each party hereto that this agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in a lawsuit in equity or judicial proceedings for the enforcement of this agreement or any provisions thereof shall be instituted and maintained only in courts of competent jurisdiction in Thurston County, Washington.

18. **Modification:** No changes or modification to this agreement shall be valid or binding upon parties to this agreement unless such changes or modifications are in writing and executed by all parties.
19. **Severability:** It is understood and agreed by the parties hereto that if any part of this agreement is declared invalid, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed as if the agreement did not contain the particular invalid part. If it should appear that any provision herein is in conflict with any statutory provision of the State of Washington, said provision shall be deemed inoperative and null and void insofar as it may be in conflict therewith and shall be modified to conform to such statutory provisions.
20. **Extend of Agreement:** This agreement contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this agreement between the parties hereto.
21. **Relation of Agreement to Statewide Mutual Aid Plan:** All of the provisions of this agreement are designed to be in accordance with the Statewide Mutual Aid Plan as instituted and adopted through the Washington Association of Sheriffs and Police Chiefs. Thus, while this document serves to clarify and define the working relationship for law enforcement mutual aid within Thurston County, nothing herein precludes the adoption of specific mutual aid agreements between the signatory agencies of this county and those of other counties which comprise respectively the district and regional configurations mentioned in the mutual aid plan.
22. **Notices:** Any notice required or permitted to be given under this agreement shall be deemed sufficient if given in writing and sent by registered or certified mail to the signatory agencies.
23. **Hold Harmless:** Each of the participating agencies that are a party to this agreement agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions, or those of its officers, agents or employees, to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other agencies harmless from any such liability.
24. **Plan Review:** Each of the participating agencies that are party to this agreement will meet bi-annually to review and recommend any necessary changes to the plan set forth in this agreement.
25. **Joint Board:** This agreement created no joint board and no separate legal entity.
26. **Duration of Agreement:** This agreement shall be effective on the date of the last signature affixed hereto and shall terminate upon mutual agreement of the parties.

27. **Recording or Posting:** Prior to its entry into force, this agreement shall be filed with the Thurston County Auditor's Office or posted upon a website as provided by RCW 39.34.040.

THURSTON COUNTY:

BY: Karen Valenzuela
Chair Board of County Commissioners

June 14, 2011
Date

THURSTON COUNTY SHERIFF:

BY: John D. Shaza
John D. Shaza

6/17/2011
Date

Approved as to form:

Donald Klump
Deputy Prosecuting Attorney

CITY OF LACEY:

BY: Keith Jensen
City Manager

10/13/2011
Date

Approved as to form:

[Signature]
City Attorney

CITY OF OLYMPIA:

BY: [Signature]
Mayor

9-27-11
Date

Approved as to form:

Theresa C. Brown
City Attorney

CITY OF TUMWATER:

BY: Pete Knest
Mayor

8/2/11
Date

Approved as to form:

[Signature]
City Attorney

CITY OF YELM:

BY: [Signature]
Mayor

10/11/11
Date

Approved as to form:

[Signature]
City Attorney

CITY OF TENINO:

BY: [Signature]
Mayor

11.8.11
Date

Approved as to form:

[Signature]
City Attorney for William Hillier

THE EVERGREEN STATE COLLEGE:

BY: [Signature]

Nov 28, 2011
Date

Approved as to form:

Assistant Attorney General